

**IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION**

**HU-FRIEDY MFG. CO., INC.**  
**an Illinois corporation,**

**Plaintiffs,**

**v.**

**DISCUS DENTAL, LLC, a California  
Limited Liability Company, DISCUS  
DENTAL IMPRESSIONS, LLC, a  
California Limited Liability Company, and  
DISCUS DENTAL CANADA, LLC, a  
California Limited Liability Company,**

**Defendants.**

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**Case No. 08-cv-4232**

**Judge Wayne R. Andersen  
Magistrate Judge Maria Valdez**

**AMENDED STIPULATION OF DISMISSAL OF COUNTS I THROUGH VI OF THE  
COMPLAINT**

PLEASE TAKE NOTICE that Plaintiff Hu-Friedy Mfg., Co., LLC ("Hu-Friedy") and Defendants Discus Dental, LLC, Discus Dental Impressions, LLC, and Discus Dental Canada, LLC ("Discuss") hereby stipulate to the dismissal with prejudice of Counts I through VI in the above-captioned action, subject to the terms of the July 31, 2008 Settlement Agreement between the parties (the "Agreement") attached hereto as Exhibit 1. Pursuant to paragraph 1 of the Agreement, this Court retains jurisdiction to enforce the terms of the Agreement.

The Parties also stipulate that with respect to the Counts not dismissed pursuant to the Agreement, the Defendants shall have an additional 30 days to answer or otherwise plead, making the new deadline to answer or otherwise plead September 17, 2008.

Dated: August 15, 2008

Respectfully submitted,

HU-FRIEDY MFG. CO., INC.

By: /s/ Natalie A. Remien  
One of its Attorneys

Kara E.F. Cenar  
Jeffrey T. Petersen  
Natalie A. Remien  
Suzanne E. Konrad  
BELL, BOYD & LLOYD LLP  
70 West Madison Street, Suite 3100  
Chicago, Illinois 60602  
(312) 372-1121

DISCUS DENTAL, LLC, DISCUS DENTAL  
IMPRESSIONS, LLC, and DISCUS DENTAL  
CANADA, LLC

By: /s/ Matthew W. Walch  
One of its Attorneys

LATHAM & WATKINS, LLP  
Sears Tower, Suite 5800  
233 South Wacker Drive  
Chicago IL 60606  
312.876.7700

**ORDER**

**IT IS SO ORDERED.**

Dated: August 20, 2008

W. - Ch  
UNITED STATES DISTRICT COURT JUDGE



# EXHIBIT 1

**Settlement Agreement**

Hu-Friedy Mfg. Co., Inc. ("Hu-Friedy") and Discus Dental, LLC, Discus Dental Impressions, LLC and Discus Dental Canada, LLC and/or its affiliates ("Discus") hereby enter into a settlement agreement (the "Settlement Agreement") with the following terms.

1. The Court in *Hu-Friedy Mfg. Co., Inc. v. Discus Dental, LLC et al.*, Case No. 08 C 4232 of the United States District Court of the Northern District of Illinois retains jurisdiction to enforce the terms of this Settlement Agreement and the final settlement once the final settlement documents are prepared..
2. Discus will not sell, seek orders for, take orders for, distribute or otherwise offer to sell any dental insert product containing the current INSIGHT design (the "Current InSight Design" is set forth in Ex A, which is a copy of the July Insight Advertisement run by Discus) at or during the week of the 2008 RDH/Under One Roof trade show (the "RDH Trade Show") or thereafter.
3. Discus shall redesign its Current InSight Design within sixty (60) days. The redesign shall not incorporate the Hu-Friedy Baseball Stitch Style Design or the Current InSight Design. The Parties will attempt to reach an agreement on the new InSight design. Hu-Friedy's approval of the new design will not be unreasonably withheld.
4. At the RDH Trade Show, Discus will not use posters, signage, handouts, promotional materials, take-aways, power point slides, collateral materials or other things that show the Current InSight Design.
5. At the RDH Trade Show, Discus shall only use the pop up display after the groove elements of the grip areas of the devices shown in the display have been covered or changed. Discus bears all costs associated with change of the pop up display. After the Trade Show, the pop up display will be destroyed.
6. At the RDH Trade Show, Discus will only have approximately 50 prototype devices with between 40 and 45 at the Good Vibrations clinic and the remaining will be at the booth. All attendees at the Good Vibrations clinic will be informed that this is a prototype and that the handle design will change. After the Good Vibrations clinic, the prototype devices used therein will not be displayed or used at any other location in the RDH Trade Show or outside the show with the exception of possibly an additional 5 brought to the booth.
7. At its RDH Trade Show booth, Discus will inform those that it speaks to at the booth about the INSIGHT product, and will use its best efforts to inform all those seeing the prototype devices at the booth, that the Current InSight Design will change. If a person approaches the booth and presents the promotional coupon previously distributed by Discus displaying the Current

\* Discus represents its redesign will change the grip.

InSight Design, Discus will provide them with a substitute coupon that does not include the Current InSight Design. The substitute coupon will include language such as

"We are still in the process of doing final testing on the new InSight ultrasonic insert. Please call Discus between September 15th and November 30th to receive this exclusive RDH UOR offer.

Please note final design of the insert will incorporate a modified grip design."

or other like language to be agreed upon by the Parties; provided, however, Hu-Friedy's agreement to such language will not be unreasonably withheld.

8. After the RDH Trade Show, Discus will not use the Current InSight Design in prototypes, posters, signage, handouts, promotional materials, take-aways, power point slides, collateral materials or other things.
9. Except as provided in this paragraph 9, Discus will cancel all advertisements for future runs and future ads that show the Current InSight Design. The August 2008 placement for Modern Hygiene cannot be canceled, and the Parties understand that the InSight ad will appear only in that issue and would not violate this settlement agreement.
10. Discus will permit counsel for Hu-Friedy and/or Hu-Friedy client representatives to evaluate the prototype product and Discus will ensure that Hu-Friedy has this opportunity at the RDH Trade Show.
11. Hu-Friedy will not tell customers or members of the industry that Discus' InSight product is in any violation, breach or infringement of Hu-Friedy's trademark, trade dress, but Hu-Friedy is permitted to inform others that: (1) Hu-Friedy filed a lawsuit to enforce its trademarks, trade dress and patents; (2) the parties settled the trademarks and trade dress claims; (3) Discus is changing the Current InSight Design; and (4) Hu-Friedy's patent claims are currently under review by the company and its counsel. Nothing in this paragraph shall prevent Hu-Friedy from investigating Discus' compliance with this Agreement or from enforcing its intellectual property rights.
12. Hu-Friedy will use best efforts to contact and inform those persons previously contacted with respect to matters raised in Hu-Friedy's Complaint filed against Discus on July 25, 2008 in U.S. District Court for the Northern District of Illinois (the "Illinois Complaint") and inform them that the matter is currently under review by the company and its counsel. Hu-Friedy is permitted to inform those contacted that: (1) Hu-Friedy filed a lawsuit to enforce its trademarks, trade dress and patents; (2) the parties settled the

12) ~~approved by agreement~~  
of parties or by resolution of the Court

trademarks and trade dress claims; (3) Discus is changing the Current InSight Design; and (4) Hu-Friedy's patent claims are currently under review by the company and its counsel.

13. Hu-Friedy will dismiss Counts I through VI of the Illinois Complaint within ~~fourteen (14) days of the execution of the final Settlement Agreement papers.~~ <sup>with prejudice</sup>  
~~two (2) business~~ <sup>The parties agree to stay litigation on those counts.</sup>

Executed this 31<sup>st</sup> Day of July, 2008:

Hu-Friedy Mfg. Co., Inc.

Discus Dental, LLC,  
Discus Dental Impressions, LLC  
Discus Dental Canada, LLC

By:

By:

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

14. It is understood that at the RDH Tradeshow the picture attached as Ex B will be used <sup>by Discus</sup> in powerpoint and on the coupon referred to in Para 7 and nowhere else.
15. Parties will agree to an expedited approval process whereby Hu-Friedy will respond with its approval or disapproval of the new InSight design within 2 business days of submission. ~~if~~ Parties will have 2 business days from Hu-Friedy's response to submit any dispute over the new proposed InSight design to the Court.

13. upon redesign approval by agreement of parties or by resolution of the Court

trademarks and trade dress claims; (3) Discus is changing the Current InSight Design; and (4) Hu-Friedy's patent claims are currently under review by the company and its counsel.

13. Hu-Friedy will dismiss Counts I through VI of the Illinois Complaint within fourteen (14) days of the execution of the final Settlement Agreement papers.

+ two (2) business

Executed this 31<sup>st</sup> Day of July, 2008:

Hu-Friedy Mfg. Co., Inc.

By:

Signature:

*Jay Sinder*

Name: M. Jay SINDER

Title: CHIEF OPERATING OFFICER

Discus Dental, LLC,  
Discus Dental Impressions, LLC  
Discus Dental Canada, LLC

By:

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

with prejudice  
The parties agree to stay litigation on these counts.

14. It is understood that at the RDH Tradeshow the picture attached as Ex B will be used <sup>by Discus</sup> in power point and on the coupon referred to in Para 7 and nowhere else.

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of parties or by resolution of the Court

trademarks and trade dress claims; (3) Discus is changing the Current InSight Design; and (4) Hu-Friedy's patent claims are currently under review by the company and its counsel.

13. Hu-Friedy will dismiss Counts I through VI of the Illinois Complaint within ~~fourteen (14) days~~ <sup>with prejudice</sup> ~~of the execution of the final Settlement Agreement papers.~~ <sup>two (2) business</sup>

Executed this 31<sup>st</sup> Day of July, 2008:

Hu-Friedy Mfg. Co., Inc.

By:

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Discus Dental, LLC,  
Discus Dental Impressions, LLC  
Discus Dental Canada, LLC

By:

Signature: Mark Gersh

Name: Mark Gersh

Title: Director of Clinical Dentistry and Devices

14. It is understood that at the RDH Trade Show the picture attached as Ex B will be used <sup>by Discus</sup> in power point and on the coupon referred to in Para 7 and nowhere else.
15. Parties will agree to an expedited approval process whereby Hu-Friedy will respond with its approval or disapproval of the new InSight design within 2 business days of submission. ~~If~~ Parties will have 2 business days from Hu-Friedy's response to submit any dispute over the new proposed InSight design to the Court.

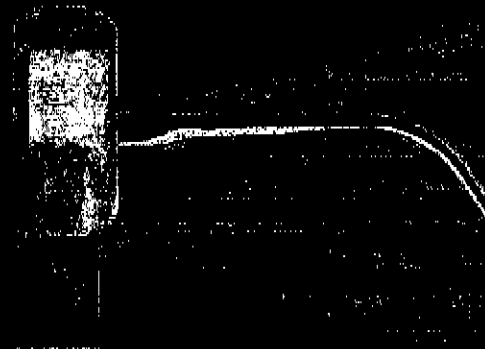
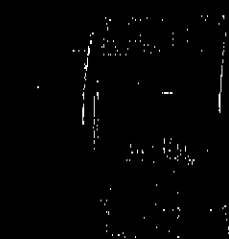
A

# EXHIBIT A

# See what you've been missing.

## New InSight® LED Inserts: illumination where you need it most.

InSight LED inserts light up close to the work area, making sealing more efficient and effective. They're compact, easy to scale, and magnetically attach (like a vacuum and chuck), and come in a variety of styles. And with their great sealing, InSight's air/water mechanism and "hammer flow" water delivery, InSight is the best alternative to working in the dark.



### See.

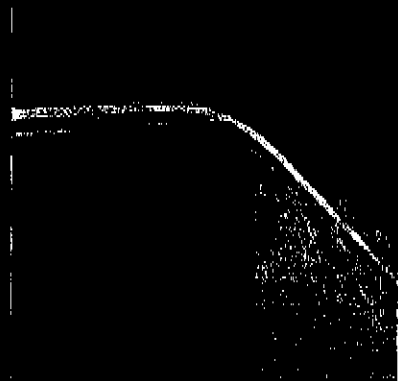
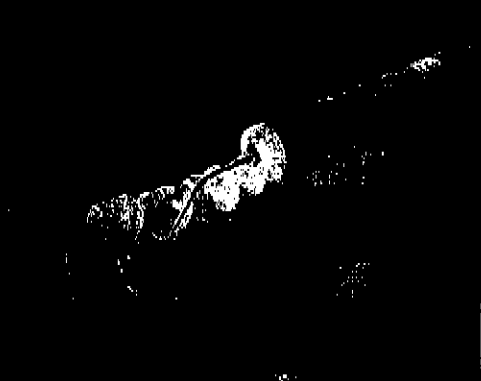
Good LED illumination lets you work without moving the conductive light. InSight's compact, easy-to-use LED inserts are available in a variety of styles.

### Move.

To get and get often, we tell you how you can move the light. InSight's compact, easy-to-use LED inserts are available in a variety of styles.

### Flow.

Good LED illumination lets you work without moving the conductive light. InSight's compact, easy-to-use LED inserts are available in a variety of styles.



**DISCUS DENTAL**

Buy smart. Buy direct.

Visit us at [insightled.com](http://insightled.com).

U.S. sales: (800) 422-9448

Canadian sales: (800) 273-8282

**sight**  
LED INSERTS

From vision comes Insight.

## tip styles

### supragingival

#### #10 Universal (Straight Bend)

Designed for both light to heavy supragingival debridement.



#### #1000 (Triple Bend)

Specifically designed to clean non-retrograde areas.



#### #3 (Beaver-tail)

The sturdy tip is perfect for heavy debridement of tenacious calculus, scale or coronal cement.



### subgingival

#### #10S Thin (Straight Bend)

Ideal for general light debridement and supragingival use.



#### #10L Thin (Left Bend)

Double-bend configured and thin enough for subgingival use. Features are ideal for periodontal instrumentation and light debridement.



#### #10R Thin (Right Bend)

Beautifully configured and thin enough to safely remove plaque deposits for periodontal instrumentation and light debridement.



3D INSERTS  
**Sight**

**DISCUS DENTAL**

troughtruf-dental.com

U.S. sales:

(800) 422-9448

Canadian sales:

(800) 278-8282

www.troughtruf.com

# See what you've been missing.



## See.

DualLED™ can help tell you work around making the overhead light improve your workflow and allowing a more natural body position.

## Move.

Easier and smoother swivel moves with you. No need for a supportive dental wrist and shoulder support lighting core version and by using

## Flow.

Pro-Flow™ always water front the light, ensuring enough to enforce patient comfort and improve visibility.



LED INSERTS  
**Sight**

DISCUS DENTAL

[discusdental.com](http://discusdental.com)

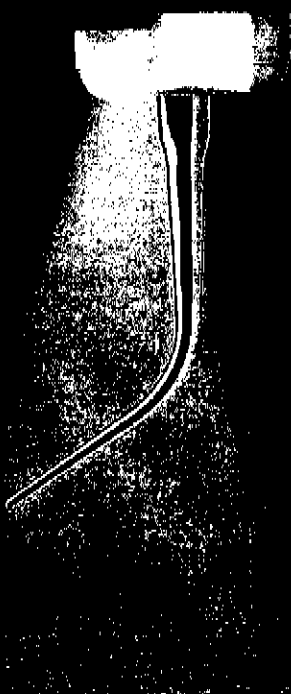
B

## EXHIBIT B



LED INSERTS  
**Sight**<sup>TM</sup>

*From Vision Comes Insight!*



*New Ultrasonic Inserts from  
Discus Dental*

# Insight Ultrasonic Inserts

Discus Dental's new LED ultrasonic inserts, Insight, offer a unique solution which addresses the specific needs of the user and maximizes patient comfort.

See

Move

Flow



Dual-LED

Smooth swivel

Precision Flow

DISCUS DENTAL

LED INSERTS  
**Insight**

# Insight Ultrasonic Inserts

The only ultrasonic insert with a light!

## See.

Dual-LED illumination lets you work

- without moving the overhead light
- improving workflow
- allowing a more neutral body position (no "dodging" the overhead light)



DISCUS DENIAL

insight  
ultrasonic

# Insight Ultrasonic Inserts

The smoothest swivel around.

## Move.

Easier and smoother swivel moves with you.

- Ergonomic design to help maintain a comfortable, neutral wrist and shoulder position
- No fighting cord tension and twisting



DISCUS DENTAL

DISCUS  
sight

# Insight Ultrasonic Inserts

Precision Flow™ — puts water just where you need it.

## Flow.

Sprays water from the tip itself:

- Reducing lavage
- Enhancing patient comfort
- Improving visibility



DISCUS DENTAL

LEONARD SIGINT

# Easy to use

Works in all autotune magnetostrictive Units

- Cavitron
- Parkeil
- Coltene Whaledent

No additional power required

- Light functions off of ultrasonic energy
- No powerpack
- No external sheath
- Just "Plug and Play"



DISCUS DENTAL

sigInt  
LED SERIES

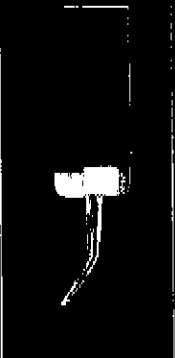
# Insight Ultrasonic Inserts

Available in an array of tip designs.

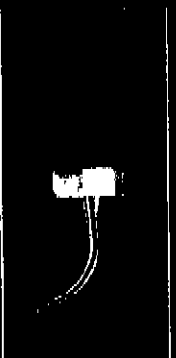
## Supragingival



**#10 universal**  
(Straight Bend)



**#3**  
(Beavertail)



**#1000**  
(Triple Bend)

## Subgingival



**#10S Thin**  
(Straight Bend)



**#10L Thin**  
(Left Bend)



**#10R Thin**  
(Right Bend)

DISCUS DENTAL

THE **Insight** SERIES